

CONTRACT

between

MARLBORO TOWNSHIP HEAD CUSTODIANS

AND

MARLBORO TOWNSHIP BOARD OF EDUCATION

1987-88; 1988-89 and 1989-90

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PREAMBLE

This Agreement, entered into the 1st day of July, 1987, by and between THE BOARD OF EDUCATION OF THE TOWNSHIP OF MARLBORO, Monmouth County, New Jersey, hereinafter called the "Board" and

MARLBORO TOWNSHIP HEAD CUSTODIANS, c/o Michael MacDonald Head Custodian, Middle School, Route 520, Marlboro, New Jersey, hereinafter called "Employees";

WITNESSETH:

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws of 1968 amended, to negotiate with "Employees" as the representative of the employees hereinafter designated with respect to the terms and conditions of employment and conditions of employment, and

WHEREAS, the parties have reached certain understanding which they desire to reduce to writing;

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE I

RECOGNITION

The Board recognizes the Head Custodians as the sole and exclusive bargaining agents for the purpose of establishing wages, hours and other conditions of employment for all full-time Head Custodians employed by the Marlboro Township Board of Education.

ARTICLE II

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a complaint by which an employee or employees in the bargaining unit and his representative may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them, except that the term - "grievance" shall not apply to:

- (1) Any matter for which a method of review is prescribed by law or which by law is exclusively within the discretion of the Board.
- (2) Any rule or regulation of the State Department of Education or the State Commissioner of Education having the force and effect of law.
- (3) Any matter which according to law is beyond the scope of Board Authority.

B. Principles

1. A grievance to be considered under this procedure shall be presented by the grievant not later than fifteen (15) working days after the occurrence of the grievance or within fifteen (15) working days from the date on which the grievant should reasonably have known of its occurrence. The number of days allotted at each step of the grievance procedure is to be considered as a maximum time limit. Every attempt should be made to resolve grievances as quickly as possible.

2. A grievant may present and process his grievance personally or through an appropriate representative. In either event, the grievant shall be personally present at all steps of the grievance procedure. Should a grievant want to process his grievance personally or through an appropriate representative of his own choosing, he may do so; however, the majority unit shall be so notified and shall have the right to have its own representative present.

3. No reprisals shall be taken by the Board or Administration against any participant because he utilizes the grievance procedure.

4. Should a grievance result from action taken by the Superintendent or the Board, a grievant may present his grievance initially at the fourth step of the grievance procedure.

C. PROCEDURE:

1. Step One:

The employee, with or without his shop steward, shall take up the grievance or dispute with his Immediate Supervisor or his designated representative within fifteen (15) working days of its occurrence or within fifteen (15) working days from the date on which the grievant should reasonably have known of its occurrence. The Immediate Supervisor should respond to the grievance within three (3) working days of the grievance hearing.

2. Step Two:

If the employee is not satisfied with the first step answer, he may within five (5) working days present the grievance to the Supervisor of Buildings & Grounds, who shall promptly schedule a second step hearing, and shall render his decision within five (5) working days of the hearing.

3. Step Three:

If the employee is not satisfied with the second step answer, he may within five (5) days, present the grievance to the Board's Business Administrator, who shall promptly schedule a third step hearing. At this hearing, the grievant may be represented by another member of the Head Custodian staff. The Business Administrator shall render his decision within five (5) working days of the grievance hearing.

4. Step Four:

If the employee is not satisfied with the third step answer, he may, within five (5) working days, present the grievance to the Board of Education or a Committee thereof, which shall schedule a grievance hearing within fifteen (15) working days of receipt of the grievance. At this step, the employee may be represented by a representative of his choice. The Board of Education shall render its decision within five (5) working days of the date of the grievance hearing.

5. Step Five:

- a. In the event the grievant is dissatisfied with the determination of the Board of Education aforesaid, and in the further event that the grievance involves the interpretation or application of this contract, the matter may be submitted to arbitration. A request for arbitration shall be made in writing no later than fifteen (15) working days following the determination of the Board. Failure to request arbitration within said period of time shall constitute an absolute bar to such arbitration unless the Board of Education and the employees shall mutually agree upon a longer time

within which to assert such a demand.

- b. The arbitrator shall have no power or authority to add to , or subtract from, change or modify any of the terms of this Agreement.
- c. Within ten (10) working days after the Employees shall have delivered the written request for arbitration, the Board and the Employees shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time period, a request for a list of arbitrators shall be made from the New Jersey State Mediation Board. The parties shall, by telephone, alternately strike names from the list with the Board striking first. The single name remaining shall be the arbitrator.
- d. The arbitrator so selected shall confer with the representatives of the Board and the Employees and shall hold hearings promptly, and he shall issue his decision not later than twenty (20) calendar days from the close of hearings, or if oral hearings have been waived, then from the date that the final statements and proofs are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issue submitted. The decision of the arbitrator shall be submitted to the Board and the Employees and shall be advisory only.

e. The costs for the services of the arbitrator including per diem expenses, if any, and the cost of the hearing room, if any, shall be borne equally. Any other expenses incurred shall be paid by the party incurring such expense.

D. Miscellaneous

1. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Board and the Employees and given appropriate distribution so as to facilitate operation of the grievance procedure.
2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative, heretofore referred to in this Article.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE III

VACANCIES

Vacancies in higher paying positions will be posted by the employer in each building of the school system. The posting shall be made at least ten (10) calendar days before the vacancy is filled.

The posting shall list the place where and the time within which application must be made.

ARTICLE IV

WORK WEEK AND HOURS OF EMPLOYMENT

1. The normal bargaining unit work week shall consist of five (5) consecutive days.

2. The normal bargaining unit work day shall consist of eight (8) consecutive hours interrupted only by an unpaid lunch period of thirty (30) minutes.

3. Work performed by an employee beyond eight (8) hours in any normal work day shall be paid for at one and one-half ($1\frac{1}{2}$) times that employee's regular rate of pay.

4. (a) Any work performed by an Employee on a day designated in this Agreement as a holiday shall be compensated for such work at two (2) times his regular rate. In addition to the pay for hours worked on the holiday, the Employee shall receive his holiday pay.

(b) Any work performed by an Employee on a Sunday shall be paid for such work at two (2) times his regular rate.

5. Any Employee who is called in to work hours outside of his regular tour of duty is entitled to receive pay for a minimum of four (4) hours.

6. The normal work week for Employees employed as of the date of the execution of this Agreement shall be Monday through Friday inclusive.

7. Where overtime opportunities exist, the employer shall first offer the overtime work to the Employee in the building involved.

8. On those days when the entire school system is closed on account of inclement weather, all Employees shall work from 8:00 a.m. to 4:00 p.m. including a thirty (30) minute lunch period.

9. Employees are assigned weekend and holiday inspection duty on a rotating basis by the Supervisor of Buildings and Grounds. Any deviation from that schedule must be approved by the Supervisor of Buildings and Grounds or his designee. The Employee will be compensated for four (4) hours for said tour of duty plus mileage from his residence to the school district and return and within the school district itself. Inspections shall be completed as per procedure established by the Supervisor of Buildings and Grounds for that purpose.

Additionally, it is understood that the employee shall be compensated for an extra one-half ($\frac{1}{2}$) hour upon operation of the Frank J. Dugan Elementary School.

ARTICLE V

HOLIDAYS

A. The Board of Education agrees to grant to all Employees fifteen (15) holidays; one of which shall be December 24th. The holidays will be established by the Board and the schedule shall be given to all of the Head Custodians as soon as the schedule is established.

B. In the event that a paid holiday falls within the vacation period of an employee, the employee shall be entitled to an additional day of vacation.

C. In order to be eligible for holiday pay, an Employee must work on the scheduled work day immediately preceding and immediately following the holiday, unless sick or reasonably excused.

ARTICLE VI

LEAVES OF ABSENCE

All Employees shall be eligible for the following leaves of absence:

1. SICK LEAVE

1. Sick Leave is defined to mean the absence from his or her post of duty, of any such person because of personal disability due to illness or personal injury, or because he or she has been excluded from school by the school district's medical authorities because of a contagious disease in his or her immediate household.

2. All Employees employed as of July 1st of that school year are entitled to fourteen (14) sick leave days each school year as of the first official day of said year, whether or not they report for duty on that day. All new Employees starting after July 15th of the respective school year shall be entitled to a pro-ratio of the annual fourteen (14) sick days for the first year based on the number of months remaining in that school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

3. Each Employee shall be given a written accounting of his or her accumulated sick leave days available no later than September 30th of each school year.

4. In case of more than three (3) consecutive days absence, a physician's certificate shall be filed with the Supervisor of Buildings and Grounds in order to be eligible for any sick leave pay.

5. In order to be eligible for sick leave pay, the Employee involved shall notify the Supervisor of Buildings and Grounds at least two (2) hours prior to the start of his normal tour of duty unless the cause of the absence does not occur until less than two (2) hours. In the latter situation, the Employee shall give as much notice as is possible under the circumstances.

6. Whenever any Employee is absent from his or her post of duty as a result of personal injury caused by an accident arising out of and in the course of his or her employment, he or she shall be paid the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments shall be made for absence during the waiting period and during the period the Employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34 of the Revised Statutes. Any amount of salary or wages paid or payable to the Employee pursuant to this section shall be reduced by the amount of Workers' Compensation award made for temporary disability. During this period, the Employee shall not accrue vacation or sick benefits except for a month during which he worked more than half the work days in that month.

7. Nothing contained herein shall limit, prohibit or otherwise restrain the Board of Education from granting additional sick leave over and above the minimum sick leave defined.

II. MATERNITY LEAVE:

(1) The Board shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant employees on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. 18A:30-1 et seq and the rules, regulations and policy statements and this agreement.

(2) It is recognized that an employee's maternity leave application involves both a disability phase and a child care phase. The disability phase is that period of time, both pre-natal and post-natal, during which a physician certifies inability to work. The child care phase is that period of time selected by the employee which follows the disability phase during which time the employee voluntarily suspends her career to care for the newborn child.

(a) Disability Phase: Any tenured or non-tenured employee seeking a leave of absence on the

basis of medical reasons associated with pregnancy or birth shall apply to the Board of Education. At the time of application, which shall be made upon sixty (60) days' notice to the Board, the employee shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after the birth. The Board shall require any employee to produce a certificate from a physician in support of the requested leave dates. Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board. It is understood that the disability period as certified jointly by the employee's and Board's physicians may be treated as compensable sick leave time at the option of the employee.

- (b.) Child Care Phase: Where the requested leave dates are beyond the period of disability associated with pregnancy and is for child care purposes as defined above, the tenured employee shall be granted, at her discretion,

a leave for the balance of the school year in which the birth occurred. Any further extensions of child care leave shall be discretionary with the Board of Education.

The Board need not grant or extend the leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave is obtained.

- (3) An employee returning from pregnancy leave of absence shall be entitled to all benefits to which employees returning from other types of sick or disability leave would be entitled.

III. PERSONAL LEAVE:

- (1) The provisions for personal leave at full pay stated below shall be for one (1) year and unused days shall not be accumulative for use in another year.
- (2) Bereavement leave shall be allowed to bargaining unit members in accordance with the following schedule:
 - a. For the death of a parent, child, brother, sister, grandparent, grandchild, spouse, parent of spouse, son-in law or daughter-in-law a period of five (5) consecutive days per incident with one of the days being the day of interment or cremation.
 - b. For aunt, uncle, nephew, niece, sister-in-law, brother-in-law, one (1) day per incident.

An employee claiming the leave shall verify compliance on a form designed by the Superintendent of Schools.

(3) An allowance of up to four (4) days leave shall be granted for personal matters other than stated above. Written requests shall be submitted for approval three (3) days in advance of date requested through the employee's immediate supervisor to the Superintendent of Schools. The three (3) day notice requirement shall be waived in emergent matters. This allowance with prior approval may be granted for any of the following reasons:

- (a) Court Subpoena
- (b) Marriage of employee or marriage in the immediate family
- (c) Recognition of a Religious Holiday
- (d) Personal business which cannot be handled outside of school hours. The application form for leave made pursuant to this subsection shall not require the employee to specify the nature of the personal business, but, shall simply require the employee to indicate that the leave is being applied for pursuant to this sub-section.
- (e) Any other emergency or urgent reason approved by the Superintendent.

4. Personal leave days shall not be granted before or after holiday periods or on the first or last day of school or on a Monday or a Friday except in cases of emergency as approved by the Superintendent of Schools. Personal leave days requested for a Monday or a Friday will be granted only for a court subpoena, marriage, religious holiday or urgent reason approved by the Superintendent of Schools. One of the four (4) personal days shall not be subject to the Monday or Friday restrictions.
5. All benefits to which an employee was entitled at the time he went on a Board approved leave of absence, including unused accumulated sick leave, shall be restored to him upon his return.

IV. RETIREMENT BENEFITS

A retirement benefit shall be granted to all retiring employees after ten (10) years of continuous service as a Head Custodian and/or combined service as a Head Custodian and member of the Marlboro Inservice Employees Association (Custodians, Grounds, Maintenance and Mechanics) in the Marlboro Township School District in an amount equal to one (1) month's salary.

ARTICLE VII

VACATIONS

1. The eligibility of any Employee for vacation benefits shall be determined as of July 1 of each year.

2. Vacations shall accrue on the basis of one (1) day of paid vacation for each full calendar month worked for the Board of Education up to a maximum of ten (10) vacation days, except as hereinafter provided. Said vacation days must be taken during the period beginning when school closes to the Monday before Labor Day except as authorized by the Supervisor of Buildings and Grounds or his designee.

3. After an Employee has been employed for five (5) full years in the school district, that Employee shall be eligible for a three (3) week vacation with pay.

4. After an Employee has been employed for ten (10) full years in the school district, that Employee shall accumulate one (1) additional vacation day for each full year of employment in excess of ten (10) years, until said Employee shall have been employed for fifteen (15) full years in the school district, at which time said Employee should be eligible for a four (4) week vacation with pay.

5. An Employee who is entitled to three (3) weeks vacation or more may be permitted to take any vacation over two (2) weeks at a time other than specified above, provided the scheduling is arranged with the approval of the Immediate Supervisor.

It is specifically understood, however, that no vacation may be scheduled during the Easter or Christmas recess scheduled by the Board of Education.

6. Where an Employee voluntarily terminates employment, the Board of Education shall have the option of giving that Employee time off in lieu of cash for accrued vacation time.

7. Vacation time may not be carried forward from one year to the next.

ARTICLE VIII

SALARIES

1. The Board of Education agrees to pay one hundred percent (100%) of the cost for each Employee who subscribes to the group prescription plan. It is understood that the benefit covers the Employee's dependents.

2. The Board of Education shall fund a family dental plan at a maximum annual rate of \$330.00 per Employee. (or whatever is negotiated with the MTEA).

3. The Board of Education will pay for the Employee one hundred percent (100%) of the concerned dependent health insurance as provided by current contract with Blue Cross and Blue Shield of New Jersey.

4. An annual salary increment of \$300.00 shall be afforded all staff upon conclusion of seven (7) full school years in this school district. The salary adjustment will be effective with July 1st succeeding the completion of the seven (7) years of service.

5. It is understood and agreed that in the event the Board of Education shall negotiate any of the following benefits in the Teachers' Contract at any time up to June 30, 1990, the Board shall confer the same benefits upon the Head Custodial staff:

- a. Eye glasses
- b. Pay for accumulated unused sick leave
on retirement

ARTICLE IX

BLACK SEAL LICENSE

1. A Head Custodian must possess a Black Seal License. The Board shall reimburse the Employee for the annual renewal fee not to exceed the amount of \$5.00.

ARTICLE X

UNIFORMS

1. The Board of Education shall supply annually to all Head Custodians the following:

two (2) pairs of pants

two (2) short sleeve shirts

two (2) long sleeve shirts

Jackets and/or raingear will be replaced as required and approved by the Supervisor of Buildings and Grounds

It shall be understood that the uniform shall be required to be worn by all Employees while they are on duty.

ARTICLE XI

TUITION

All Employees taking job-related courses at the recommendation of the Supervisor of Buildings and Grounds and approved by the Business Administrator shall be reimbursed for tuition and mileage. The amount of reimbursement shall be agreed upon in advance between the Employee and the Business Administrator.

ARTICLE XII

MANAGEMENT RIGHTS

The Employees recognize the administrative rights, duties and authority to manage and control the Employees of the Board pursuant to the authority conferred on it by the State of New Jersey, and all applicable local, state and federal laws. The Board retains and reserves the rights of management and control of the Employees of the Board not otherwise limited by this Agreement.

ARTICLE XIII

DISCHARGE

Employees may be suspended or discharged only for just cause. The question of the propriety of the suspension or discharge may be taken to advisory arbitration and such grievance shall be commenced at Step Three.

ARTICLE XIV

USE OF SCHOOL BUILDINGS

The Employees shall have the privilege of using school buildings at reasonable hours for meetings, provided they make application through normal channels.

ARTICLE XV

COMPLETE AGREEMENT AND WAIVER OF BARGAINING

This Agreement is the entire Agreement of the parties, terminating all prior Agreements and practices except those incorporated in the Board Policy Book and concluding all Collective Bargaining during the term of the Agreement.

The Employees waive the right to bargain with respect to any subject or matter referred to or covered in the Agreement, or to any subject or matter not specifically referred to or covered in this Agreement even though it may not have been in the knowledge or contemplation of the parties at the time this Agreement was negotiated.

ARTICLE XVI

DURATION OF AGREEMENT

This Agreement shall become effective as of July 1, 1987 and shall continue in effect until June 30, 1990.

This Agreement shall not be extended orally, and it is expressly agreed that it shall expire on its expiration date.

IN WITNESS WHEREOF, the Head Custodians have caused these presents to be signed by their authorized representative and the Board has caused these presents to be signed by its President, attested by its Secretary, and its seal to be affixed on the day and date first above written.

MARLBORO TOWNSHIP BOARD
OF EDUCATION

ATTEST:

By: Barry King
Barry King, President

John A. Dugan
John A. Dugan, Secretary

MARLBORO TOWNSHIP HEAD CUSTODIANS

ATTEST:

By: Michael MacDonald
MICHAEL MACDONALD

Patricia G. Donohue

SCHEDULE A

Head Custodians

Salary Guide

	<u>1987-88</u> <u>Salary</u>	<u>1988-89</u> <u>Salary</u>	<u>1989-90</u> <u>Salary</u>
MIDDLE SCHOOL	\$24,750	\$26,730	\$28,735
CENTRAL SCHOOL	22,760	24,580	\$26,425
MARLBORO ELEMENTARY	22,760	24,580	\$26,425
ROBERTSVILLE	22,760	24,580	\$26,425
ASHER HOLMES	24,750	26,730	28,735
FRANK J. DUGAN	23,840	25,745	27,675

Marlboro Township Board of EducationMarlboro Township Head CustodiansMEMORANDUM OF AGREEMENT

Modification of the negotiated agreement between the Marlboro Township Head Custodians and the Marlboro Township Board of Education for the remaining term of the agreement as amended July 1, 1988 through June 30, 1991.

Since it is mutually beneficial to both parties of the agreement to extend the agreement for an additional year through June 30, 1991, the modifications and amendment to Schedule A (salary guide) is mutually agreed to as follows:

	<u>1989-90</u>	<u>1990-91</u>
Middle School	\$28,880	\$31,190
Central School	26,555	28,680
Marlboro Elementary School	26,555	28,680
Robertsville School	26,555	28,680
Asher Holmes Elementary School	28,880	31,190
Frank J. Dugan Elementary School	27,815	30,040

It is further understood that there be no other changes or modifications to the agreement in terms of benefits or other language whatsoever. It is also agreed that the benefits and language for the existing agreement dated July 1, 1987 be extended through June 30, 1991. It is also understood that the signatories of this Memorandum of Agreement have the full consent and authority of their bargaining unit.

MARLBORO TWP. BOARD OF EDUCATION

By: Herbert Lichter

Herbert Lichter, President

ATTEST:

Raymond A. Proietti
Raymond A. Proietti
Board Secretary

MARLBORO TOWNSHIP HEAD CUSTODIANS

By: Michael MacDonald

Michael MacDonald, President

ATTEST:

30th day of June 1988

Brigitte Holzhauser
BRIGITTE HOLZHAUSER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 30, 1988

X July 1, 1988 - June 30, 1991